

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

LOIS L. REARICK
BY AMY BOWERSOX, HER
ATTORNEY-IN-FACT
Plaintiff,

Civil Action No.
JUDGE

v.

CLEARWATER 2008 NOTE
PROGRAM, LLC

JURY TRIAL DEMANDED

COMPLAINT

1. Plaintiff is a citizen of the Commonwealth of Pennsylvania, residing at 122 Wynwood Drive, Centre Hall, Pa. 16828.

2. The Defendant Clearwater 2008 Note Program, LLC, is believed to be an Idaho limited liability company with offices at 1300 E. State St., Suite 103, Eagle, Idaho 83616.

3. Jurisdiction exists in this Court pursuant to 28 U.S.C. §1332, as amended by Pub.L 100–702, Title II, §202, Nov. 19, 1988, 102 Stat. 4646, based upon diversity of citizenship and the amount in controversy, which exceeds \$75,000.00, exclusive of interest and costs.

4. Venue is proper in the Middle District of Pennsylvania pursuant to 28 U.S.C. §1331, inasmuch as Plaintiff resides in this district, the sale of the note occurred in this district, and payment was delivered in this district.

5. Defendant Clearwater sells interest bearing notes, using the proceeds to finance various types of business construction in the Pacific Northwest.

6. In 2008, a local investment salesman, Robert Nalisnick, introduced

Plaintiff and her now late husband to the Clearwater program.

7. Nalischnick convinced the Rearicks that they should purchase \$200,000.00 of the notes and they did so on or about October 9, 2008. (Ex. A)

8. The notes were to pay 9% interest and were to be paid off as of December 31, 2015.

9. The Rearicks signed a subscription agreement. (Ex. B)

10. They were issued a certificate of ownership (Ex. C)

11. The notes yielded monthly interest payments of \$1500.00. (Ex. D)

12. Around November of 2011, interest payments were reduced, and then ended in February, 2012. (Ex. D)

13. The Defendant is indebted to Plaintiff for the \$200,000.00 principal and \$73,900.00 in interest.

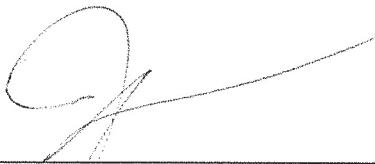
14. Despite demand, the full amount has not been paid.

15. The Defendant has recently advised Plaintiff that the funds to pay the note with accumulated interest are not available and has offered approximately \$7,000.00 as payment in full. (Ex. E)

WHEREFORE, Plaintiff demands judgment against the Defendant in the sum of \$273,900.00, along with interest at the statutory rate of 6% or 9% under the note.

Date: 11/30/15

By:



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